



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
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Michael D. Antonovich
Fifth District

May 5, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**ACCEPTANCE OF GIFT AGREEMENTS FROM THE AVON FOUNDATION, INC. FOR NEW
BREAST CANCER SCREENING PROGRAMS AT HARBOR-UCLA MEDICAL CENTER,
LAC+USC MEDICAL CENTER, AND ACCEPTANCE OF DIGITAL MAMMOGRAPHY
EQUIPMENT FROM THE VALLEYCARE-OLIVE VIEW-UCLA MEDICAL CENTER
PATIENT WELFARE FUND AT OLIVE VIEW-UCLA MEDICAL CENTER
(1st, 2nd and 5th Districts) (4 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize and instruct the Director of Health Services, or his designee, to accept and sign the attached Avon Foundation, Inc. Gift Agreements, Exhibits I and II, in the amount of \$500,000 for Harbor-UCLA Medical Center, effective upon Board of Supervisors' approval through December 31, 2007, and \$499,202 for LAC+USC Medical Center, effective upon Board of Supervisors' approval through June 30, 2007.
2. Authorize and instruct the Director of Health Services, or his designee, to accept digital mammography equipment from the ValleyCare-Olive View-UCLA Medical Center Patient Welfare Fund, purchased with a \$476,000 gift from the Avon Foundation, Inc.
3. Authorize the Department of Health Services to fill eight new grant funded positions: three positions at Harbor-UCLA Medical Center consisting of one Nurse Practitioner, one Nursing Attendant II, and one Physician Specialist-Radiology; five positions at LAC+ USC Medical Center consisting of four Community Workers and one Nurse Care Specialist I, in excess of what is provided in the Department's staffing ordinance pursuant to Section 6.06.020 of the Los Angeles County Code, pending allocation by the Department of Human Resources, 100% offset by grant funds.

4. Delegate authority to the Director of Health Services, or his designee, to accept and sign subsequent Avon Foundation, Inc. Gift Agreement amendments, at no net County cost, subject to review and approval by County Counsel and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Acceptance of the Avon Foundation, Inc. (Avon Foundation) Gift Agreements will provide funding for the Department of Health Services' (DHS or Department) request to fill eight new grant funded positions. These eight positions are essential to add new breast cancer screening programs at the facilities, and augment existing breast cancer screening programs at each facility. The positions will be designated in the Department's staffing ordinance as grant funded 'N' items. The grant funded positions are subject to termination upon expiration of the grant which is scheduled to expire December 31, 2007 at Harbor-UCLA Medical Center (Harbor-UCLA) and June 30, 2007 at LAC+USC Medical Center (LAC+USC). During the last six months of Fiscal Year 2007-08, Harbor-UCLA will complete the final grant report, and personnel costs will be absorbed within existing resources.

The acceptance of the mammography equipment, purchased with gift funds awarded to the ValleyCare-Olive View-UCLA Medical Center Patient Welfare Fund (ValleyCare Patient Welfare Fund) by the Avon Foundation will enhance Olive View-UCLA Medical Center's (Olive View) ability to provide diagnostic screening and treatment services in a more proactive manner.

FISCAL IMPACT/FINANCING:

The two Gift Agreements will provide \$999,202 to DHS, which is allocated as follows: \$500,000 for Harbor-UCLA, effective upon Board approval through December 31, 2007, and \$499,202 for LAC+USC, effective upon Board approval through June 30, 2007. Program costs for Fiscal Year (FY) 2004-05 will be absorbed within existing resources. The digital mammography equipment was purchased by the ValleyCare Patient Welfare Fund for Olive View for \$476,000 after receipt of the Avon Foundation award.

Funding will be requested during the Supplemental Phase of the FY 2005-06 Budget process, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In July 2004, the Avon Foundation invited applications for organizations seeking grant funding from the Avon Foundation Breast Care Fund (AFBCF). The mission of the AFBCF is to link medically underserved women to breast health education and screening services. On October 20, 2004, the Avon Foundation awarded two Gift Agreements, one to Harbor-UCLA and one to LAC+USC. Avon Foundation also awarded a gift to ValleyCare Patient Welfare Fund in December 2004.

In accordance with the Gift Agreement programs and activities: 1) Harbor-UCLA will purchase an ultrasound unit and add new staff to increase the number of referrals and screenings by 60% in the first year, with an additional 30% increase by the second year, to a total of 5,067 annual screenings, and a reduction in cancelled/failed appointments from 40% to 10% by the end of the

second year; and 2) LAC+USC will add new staff (i.e., patient navigators) to coordinate care and monitor treatment for breast cancer patients, and to collect and track comprehensive patient data and outcomes to increase the number of women being diagnosed and treated early.

The ValleyCare Patient Welfare Fund has already purchased digital mammography equipment to replace an analog system at Olive View. The equipment is expected to increase the number of women screened from 6,250 in 2003 to 8,000 in 2006, and reduce the appointment waiting period.

The Gift Agreements (Exhibits I and II) have been reviewed and approved by County Counsel. Attachments A and B provide additional information.

CONTRACTING PROCESS:

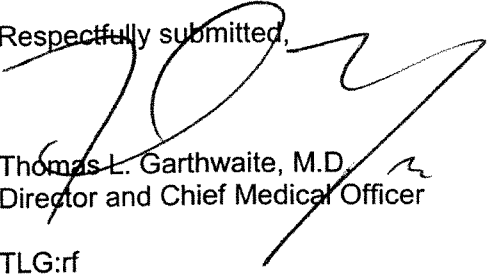
It is not appropriate to advertise Gift Agreements on the Los Angeles County Online Web Site as a business opportunity, or to announce receipt of gifts to the County of Los Angeles.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Acceptance of the Gift Agreements will allow Harbor-UCLA to increase women's access to breast screening services by improving scheduling and compliance with diagnosis appointments, and LAC+USC to improve the coordination of breast care from prevention to treatment services at its many care sites. Olive View will increase the number of women screened, and reduce the length of wait time.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:rf
Board letter avon grant final 05.04.05

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

SUMMARY OF GIFT AGREEMENTS1. TYPE OF SERVICE:

The Avon Foundation, Inc. Gift Agreement to Harbor-UCLA Medical Center will increase women's access to breast screening services by improving scheduling and compliance with diagnosis appointments, and the Gift Agreement to LAC+USC Medical Center will improve the coordination of breast care from prevention to treatment services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Avon Foundation, Inc.
1345 Avenue of the Americas
New York, NY 10105
Attention: Carol Kurzig, Executive Director
Marketing and Operations
Telephone: (212) 283-5000/FAX (212) 282-6049

3. TERM:

The term for Harbor-UCLA is effective on the date of Board approval through December 31, 2007, and LAC+USC is effective on the date of Board approval through June 30, 2007.

4. FINANCIAL INFORMATION:

The Gift Agreements, totaling \$999,202, are allocated by the Fiscal Years (FYs) as follows:

	<u>FY 04-05</u>	<u>FY 05-06</u>	<u>FY 06-07</u>	<u>FY 07-08</u>	<u>Gift Amount</u>
Harbor-UCLA Medical Center	\$139,000	\$181,000	\$180,000	*	\$500,000
LAC+USC Medical Center	\$49,623	\$249,740	\$199,839	N/A	<u>\$499,202</u>
				Total	<u>\$999,202</u>

* Final report will be completed by December 1, 2007, and personnel costs will be absorbed within existing resources.

5. GEOGRAPHIC AREA TO BE SERVED:

Service Planning Areas Nos. 2, 4, and 8.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Harbor-UCLA Medical Center	Miguel Ortiz-Marroquin, Chief Operations Officer
LAC+USC Medical Center	Barbara Oliver, Hospital Administrator
Olive View-UCLA Medical Center	Melinda D. Anderson, Chief Executive Officer

7. APPROVALS:

Harbor-UCLA Medical Center:	Tecla A. Mickoseff, CEO
LAC+USC Medical Center:	Pete Delgado, CEO
Olive View-UCLA Medical Center:	Melinda D. Anderson, CEO
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (as to form):	Elizabeth J. Friedman
	Robert Ragland

AVON FOUNDATION, INC. GIFT AGREEMENT

THIS AVON FOUNDATION, INC. GIFT AGREEMENT ("Agreement") is by and between Los Angeles County Harbor-UCLA Medical Center a non-profit, safety net/public health institution located at 1000 West Carson Street, Torrance, CA 90509 ("Beneficiary") and the AVON FOUNDATION, INC., a tax-exempt, not-for-profit New York corporation, 1345 Avenue of the Americas, New York, NY 10105 ("Avon").

WHEREAS, Avon is dedicated to raising and donating funds to tax-exempt, not-for-profit organizations, academic health institutions and public health agencies that promote access to quality breast health care for women and conduct breast cancer research;

WHEREAS, Beneficiary is a public health institution, providing breast cancer care and other medical services to medically underserved and uninsured individuals,

WHEREAS, Avon recognizes that Beneficiary's breast cancer related programs and activities predict that further investment will yield further innovation and improvements in the field; and

NOW, THEREFORE, the parties agree as follows:

1. **Amount.** Avon will provide \$ 500,000 in funds on the schedules set forth in Attachment A ("Amount And Schedules").
2. **Programs and Activities.** The Amount will support the programs and activities set forth in Attachment B ("Programs and Activities"). Beneficiary's budget for these Programs and Activities is set forth in Attachment C ("Budget").
3. **Control.** Beneficiary will have full control and responsibility over the planning, content, terms and implementation of the Programs and Activities set forth in Attachment B. Beneficiary may engage other organizations as it deems necessary to fulfill the terms of this Gift Agreement (delete if not applicable). Beneficiary agrees to consult with and inform Avon regarding the design and planning of any building or capital improvement, but, final determination rests solely with Beneficiary. Beneficiary, however, will not subject funds used for patient treatment and capital improvements to any indirect costs.
4. **Term and Termination.**
 - 4.1. **Term.** The term of this Agreement (the "Term") will begin on the date this Agreement is fully executed by both parties and shall continue in full force and effect through December 31, 2007. If necessary, a No-Cost extension to the term can be made upon mutual agreement between Avon and Beneficiary up to when the Award funds are actually expended.
 - 4.2. **Termination For Cause.** If Beneficiary or Avon is in material breach of this Agreement or becomes insolvent as defined in this Section, then the non-breaching party may immediately terminate this Agreement by providing written notice to the breaching party and including the effective date of termination.

The rights and obligations of Beneficiary and Avon will continue in full force and effect through the date of termination.

Any of the following events will be deemed a material breach subject to the termination provisions in this section:

- (a) A receiver is appointed for Beneficiary or Avon or its material assets;
- (b) Beneficiary or Avon become insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor's relief law;
- (c) Proceedings are commenced against Beneficiary or Avon under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within 60 days after the commencement thereof;
- (d) Beneficiary or Avon are liquidated, dissolved or ceases operations; or
- (e) Avon determines, in its sole discretion, that Beneficiary, or any part of its operations, has conducted itself in such a manner that Avon's name and/or reputation is adversely affected. Under no circumstances will Avon require repayment of monies already disbursed to Beneficiary.

5. License.

5.1. Avon Marks. Avon grants to Beneficiary a limited license to use the name, trademark, service mark, URLs and logos of Avon ("Avon Marks") and the copyrights existing in such Avon Marks solely in conjunction with the Programs and Activities, including the promotion thereof. This license will remain in effect for the duration of Programs and Activities as set forth in Attachment B and will apply to the Avon Marks, notwithstanding the transfer of such Avon Marks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Avon will provide to Beneficiary, in a format reasonably defined by Beneficiary, all marks and logos comprising the Avon Marks. Nothing in this Agreement will give Beneficiary any right, title or interest in any Avon Marks. Except as otherwise described in this Agreement, Beneficiary has no right to use Avon's name or Marks in any Beneficiary advertising, publicity or promotion, to express or imply any endorsement by Avon of Beneficiary's services, to refer to the existence of the Agreement in media releases, or in any other manner whatsoever without Avon's prior written consent in each instance.

5.2. Use of Avon Marks for Acknowledgment of Gift. Beneficiary will obtain Avon's prior approval of all graphics and placement of Avon Marks on the interior and exterior of any facilities or equipment to be constructed or acquired with gift funds, and on any and all materials developed and disseminated in connection with the program supported by gift funds.

5.3. **Beneficiary Marks.** Beneficiary grants to Avon and its affiliates and vendors a limited license to use the name, trademark, service mark, URLs and logos of Beneficiary ("Beneficiary Marks") and the copyrights existing in such Beneficiary Marks solely in conjunction with the Programs and Activities, including the promotion thereof. This license will remain in effect for the duration of the Programs and Activities and will apply to the Beneficiary Marks, notwithstanding the transfer of such Beneficiary Marks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Beneficiary will provide to Avon, in a format reasonably defined by Avon, all marks and logos comprising the Beneficiary Marks. Nothing in this Agreement will give Avon any right, title or interest in any Beneficiary Marks.

6. **Reporting.**

Subject to applicable law, Beneficiary will provide annual reports on October 1, 2005, October 1, 2006 and a final report on December 1, 2007, summarizing the progress of the programs and activities. Said report shall be in the format of a narrative explaining the progress to date, given the activities originally proposed in Beneficiary's application to Avon, including number of women served, and a budget reconciliation statement. If research is being conducted, Beneficiary will also provide a list of publications resulting from the work funded and will endeavor to secure funding credit for the Avon Foundation in any published report based on the project funded. Beneficiary will provide additional information reasonably requested by Avon in a format reasonably requested by Avon.

7. **Representations and Warranties.**

7.1. **Beneficiary. General.** Beneficiary represents and warrants that (i) it is the owner of the Beneficiary Marks, (ii) it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder (iii) the execution, delivery and performance thereof will not (A) result in a violation of, or breach under any agreement, judgment, decree, order, ruling, statute or regulation to which Beneficiary is a party or by which Beneficiary may be bound or subject; and (B) violate or infringe upon any rights of any person, including, without limitation, contractual rights and any copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) this Agreement has been duly executed and delivered by Beneficiary and (assuming due execution and delivery by Avon) constitutes a legal, valid and binding obligation of Beneficiary enforceable in accordance with its terms; and (v) it is a non-profit organization exempt under section 501(c)(3), Internal Revenue Code, that is not a private foundation.

7.2. **Avon. General.** Avon represents and warrants that (i) it is the owner of the Avon Marks, (ii) it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder, (ii) the execution, delivery and performance thereof will not (A) result in a violation of, or breach under, any agreement, judgment, decree, order, ruling, statute or regulation to which Avon is a party or by which Avon may be bound or subject; and (B) violate or infringe upon any rights of any person, including, without limitation, contractual rights and any copyright, trademark, trade secret or other intellectual

property right of any person; and (iii) that this Agreement has been duly executed and delivery by Avon and (assuming due execution and delivery by Beneficiary) constitutes a legal, valid and binding obligation of Avon enforceable in accordance with its terms.

8. Audits and Maintaining Records.

Beneficiary will keep, for three years after the conclusion of the Programs and Activities, complete and accurate books and records of all contracts, orders, copy, files, records, accounts and other documents and matters in Beneficiary's possession or under its control that pertain to the expenditure of the Avon Gift. Avon and its attorneys or regular certified public accountants will be able at any time during regular business hours upon reasonable notice to audit, examine and make extracts from all such records, including the general ledger, invoices, and any other records which Avon reasonably deems appropriate to verify the accuracy of Beneficiary's use of the Avon Gift. However, Avon will not be permitted to conduct more than two such examinations during any 12-month period.

9. Publicity.

9.1 Availability. Beneficiary's management and staff will be reasonably available for special programs and award presentations arranged by Avon in connection with the Avon gift and Beneficiary's programs and activities, including any Avon fundraising campaigns held in their geographic area, like the Avon Walks for Breast Cancer. Avon agrees to provide reasonable prior notice of the dates of such publicity programs.

9.2 Acknowledgment. Beneficiary agrees to acknowledge the support provided by Avon in executive meetings and briefings and in internal communications.

9.3 Website. Beneficiary agrees to maintain a section on its intranet webpage describing the Avon gift and the program it supports.

9.4 Prior Approval. Beneficiary will not, without Avon's prior written consent in each instance, use in advertising, publicity or otherwise Avon's name or the name of any of Avon's affiliates, or the name of any of its officers or employees, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Avon or its affiliates, nor represent, directly or indirectly, that the Programs and Activities provided by Beneficiary have been approved or endorsed by Avon. Avon will not, without Beneficiary's prior written consent in each instance, use in advertising, publicity or otherwise Beneficiary's name or the name of any of Beneficiary's affiliates or the name of any of its officers or employees, abbreviation, contraction or simulation thereof owned by Avon or its affiliates, nor represent, directly or indirectly, that the programs and activities of Avon have been approved or endorsed by Beneficiary.

10. Responsible Party.

10.1 **Programs and Activities:** Responsible Party. Beneficiary shall appoint a gift manager who shall oversee the activities and programs being supported by the Avon gift. This individual will be responsible for the submission of annual reports, and will serve as the primary contact for communications with Avon, as needed. Beneficiary will notify Avon in writing of the appointment of this individual within 30 days of execution of this agreement.

10.2 **Change of Responsible Party.** In the event that the principal investigator or Avon gift manager departs from, and is no longer employed by Beneficiary, Beneficiary shall notify Avon immediately and provide the name of the individual who will assume the duties of principal investigator or Avon gift manager for the duration of the term of the gift.

11. General Provisions.

11.1 **Entire Agreement.** This Agreement sets forth the entire agreement between the parties in connection with the Avon gift and it incorporates, replaces and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, written or not, between the parties in connection therewith. The making, execution and delivery of this Agreement have been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement.

11.2 **Modification.** No modification, amendment, supplement to or waiver of any provision of this Agreement will be binding upon the parties hereto unless made in writing and duly signed by both parties.

11.3 **Waiver.** A failure of either party to exercise any right provided for in this Agreement will not be deemed to be a waiver of such right for the future.

11.4 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited or invalid, such provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.5 **Headings.** The headings in this Agreement are for reference only.

11.6 **Negotiated Agreement.** Beneficiary and Avon acknowledge that this Agreement is the product of negotiation between the parties and/or their respective legal counsel. Beneficiary and Avon each agree that this Agreement will not be construed against the other party on the basis that the Agreement was drafted by one of the parties.

AVON FOUNDATION, INC.

Name: Carol Kurzig

Signature: _____

Title: Executive Director

Date: _____

BENEFICIARY

Name: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT A

AMOUNT AND SCHEDULE

Avon will provide an Amount of \$ 500,000 payable as follows:

\$139,000 within 30 days of execution of agreement, \$181,000 on November 1, 2005 and \$180,000 on November 1, 2006, with annual reports by Beneficiary, submitted on or before October 1, 2005, October 1, 2006 and a final report by Beneficiary, submitted on or before December 1, 2007.

ATTACHMENT B

PROGRAMS AND ACTIVITIES

Avon funds will support the improvement of the Breast Cancer Screening and Early Detection Program as follows:

One **Nurse Practitioner** (bilingual) will conduct on-site physician education regarding mammography referrals, provide patient education, conduct a clinical breast exam at time of mammography and act as liaison between physicians in other clinics to increase referrals for screening;

One **Nurse Attendant/clerk** (bilingual) who will act as patient navigator, scheduling appointments and ensuring they are kept, facilitating transportation and aiding patients through screening, diagnosis and treatment;

One **fellow** in breast imaging, dedicated to interpreting imaging studies and diagnostic workup of breast problems;

Acquisition of ultrasound unit so that symptomatic women and those with abnormal screenings can be evaluated during their initial visit;

It is anticipated that the number of referrals and screenings will increase by 60% in the first year – from 2,667 to 4,267, with an additional increase of 30% (800) by the second year, to 5,067 women screened annually, and a reduction in cancelled/failed appointments from 40% to 10% by the end of the second year.

ATTACHMENT C

BUDGET

HARBOR-UCLA BREAST CANCER SCREENING AND EARLY DETECTION

AVON AWARD:

	Fiscal Year 2004-05	Fiscal Year 2005-06	Fiscal Year 2006-07	TOTAL BUDGET
Personnel: Salaries and Fringe Benefits				
Nurse Practitioner 1.0 FTE's @ \$7,397-\$7,596/mo	\$ 29,589	\$ 89,758	\$ 91,152	\$ 210,499
Nursing Attendant II 1.0 FTE @ \$2,608-\$2671/mo	\$ 10,433	\$ 31,616	\$ 32,052	\$ 74,101
Radiology Fellow 1.0 FTE @ \$4,231-\$4,291/mo		\$ 50,769	\$ 51,566	\$ 102,335
Other Costs:				
OR Ultrasound, computer consult., Laptop, travel/training	\$ 98,978	\$ 8,857	5,230	\$ 113,065
TOTAL	\$ 139,000	\$ 181,000	\$ 180,000	\$ 500,000

RF: board letter avon grant award agreement harbor 04.05.05

AVON FOUNDATION, INC. GIFT AGREEMENT

THIS AVON FOUNDATION, INC. GIFT AGREEMENT ("Agreement") is by and between LAC+ USC Healthcare Network, a not-for-profit, Los Angeles County-owned academic medical center, located at 1200 N. State Street, Los Angeles, CA 90033 ("Beneficiary") and the AVON FOUNDATION, INC., a tax-exempt, not-for-profit New York corporation, 1345 Avenue of the Americas, New York, NY 10105 ("Avon").

WHEREAS, Avon is dedicated to raising and donating funds to tax-exempt, not-for-profit organizations, academic health institutions and public health agencies that promote access to quality breast health care for women and conduct breast cancer research;

WHEREAS, Beneficiary, is a public, university-affiliated teaching hospital, serving predominantly low-income, uninsured or underinsured patients.

WHEREAS, Avon recognizes that Beneficiary's breast cancer related programs and activities predict that further investment will yield further innovation and improvements in the field; and

NOW, THEREFORE, the parties agree as follows:

1. **Amount.** Avon will provide \$ 499,202 in funds on the schedules set forth in Attachment A ("Amount And Schedules").
2. **Programs and Activities.** The Amount will support the programs and activities set forth in Attachment B ("Programs and Activities"). Beneficiary's budget for these Programs and Activities is set forth in Attachment C ("Budget").
3. **Control.** Beneficiary will have full control and responsibility over the planning, content, terms and implementation of the Programs and Activities set forth in Attachment B. Beneficiary may engage other organizations as it deems necessary to fulfill the terms of this Gift Agreement. Beneficiary agrees to consult with and inform Avon regarding the design and planning of any building or capital improvement, but, final determination rests solely with Beneficiary. Beneficiary, however, will not subject funds used for patient treatment and capital improvements to any indirect costs.
4. **Term and Termination.**
 - 4.1 **Term.** The term of this Agreement (the "Term") will begin on the date this Agreement is fully executed by both parties and shall continue in full force and effect through June 30, 2007. If necessary, a No-Cost extension to the term can be made upon mutual agreement between Avon and Beneficiary up to when the Award funds are actually expended.
 - 4.2 **Termination For Cause.** If Beneficiary or Avon is in material breach of this Agreement or becomes insolvent as defined in this Section, then the non-breaching party may immediately terminate this Agreement by providing written notice to the breaching party and including the effective date of termination.

The rights and obligations of Beneficiary and Avon will continue in full force and effect through the date of termination.

Any of the following events will be deemed a material breach subject to the termination provisions in this section:

- (a) A receiver is appointed for Beneficiary or Avon or its material assets;
- (b) Beneficiary or Avon become insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor's relief law;
- (c) Proceedings are commenced against Beneficiary or Avon under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within 60 days after the commencement thereof;
- (d) Beneficiary or Avon are liquidated, dissolved or ceases operations; or
- (e) Avon determines, in its sole discretion, that Beneficiary, or any part of its operations, has conducted itself in such a manner that Avon's name and/or reputation is adversely affected. Under no circumstances will Avon require repayment of monies already disbursed to Beneficiary.

5. License.

5.1 Avon Marks. Avon grants to Beneficiary a limited license to use the name, trademark, service mark, URLs and logos of Avon ("Avon Marks") and the copyrights existing in such Avon Marks solely in conjunction with the Programs and Activities, including the promotion thereof. This license will remain in effect for the duration of Programs and Activities as set forth in Attachment B and will apply to the Avon Marks, notwithstanding the transfer of such Avon Marks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Avon will provide to Beneficiary, in a format reasonably defined by Beneficiary, all marks and logos comprising the Avon Marks. Nothing in this Agreement will give Beneficiary any right, title or interest in any Avon Marks. Except as otherwise described in this Agreement, Beneficiary has no right to use Avon's name or Marks in any Beneficiary advertising, publicity or promotion, to express or imply any endorsement by Avon of Beneficiary's services, to refer to the existence of the Agreement in media releases, or in any other manner whatsoever without Avon's prior written consent in each instance.

5.2 Use of Avon Marks for Acknowledgment of Gift. Beneficiary will obtain Avon's prior approval of all graphics and placement of Avon Marks on the interior and exterior of any facilities or equipment to be constructed or acquired with gift funds, and on any and all materials developed and disseminated in connection with the program supported by gift funds.

5.3 Beneficiary Marks. Beneficiary grants to Avon and its affiliates and vendors a limited license to use the name, trademark, service mark, URLs and logos of Beneficiary ("Beneficiary Marks") and the copyrights existing in such Beneficiary Marks solely in conjunction with the Programs and Activities, including the promotion thereof. This license will remain in effect for the duration of the Programs and Activities and will apply to the Beneficiary Marks,

notwithstanding the transfer of such Beneficiary Marks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Beneficiary will provide to Avon, in a format reasonably defined by Avon, all marks and logos comprising the Beneficiary Marks. Nothing in this Agreement will give Avon any right, title or interest in any Beneficiary Marks.

6. Reporting.

Subject to applicable law, Beneficiary will provide a progress report by March 31, 2006 and a final report within 30 days after the end of the Agreement term or within 30 after the Award funds are expended, whichever occurs earlier. These reports will summarize the progress of the programs and activities being carried out with the Award funds. Said reports shall be in the format of a narrative explaining the progress to date, given the activities originally proposed in Beneficiary's application to Avon, including number of women served, and a budget reconciliation statement. If research is being conducted, Beneficiary will also provide a list of publications resulting from the work funded and will endeavor to secure funding credit for the Avon Foundation in any published report based on the project funded. Beneficiary will provide additional information reasonably requested by Avon in a format reasonably requested by Avon.

7. Representations and Warranties.

7.1. Beneficiary. General. Beneficiary represents and warrants that (i) it is the owner of the Beneficiary Marks, (ii) it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder (iii) the execution, delivery and performance thereof will not (A) result in a violation of, or breach under any agreement, judgment, decree, order, ruling, statute or regulation to which Beneficiary is a party or by which Beneficiary may be bound or subject; and (B) violate or infringe upon any rights of any person, including, without limitation, contractual rights and any copyright, trademark, patent, trade secret or other intellectual property right of any person; (iv) this Agreement has been duly executed and delivered by Beneficiary and (assuming due execution and delivery by Avon) constitutes a legal, valid and binding obligation of Beneficiary enforceable in accordance with its terms; and (v) it is a non-profit organization exempt under section 501(c)(3), Internal Revenue Code, that is not a private foundation.

7.2. Avon. General. Avon represents and warrants that (i) it is the owner of the Avon Marks, (ii) it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder, (ii) the execution, delivery and performance thereof will not (A) result in a violation of, or breach under, any agreement, judgment, decree, order, ruling, statute or regulation to which Avon is a party or by which Avon may be bound or subject; and (B) violate or infringe upon any rights of any person, including, without limitation, contractual rights and any copyright, trademark, trade secret or other intellectual property right of any person; and (iii) that this Agreement has been duly executed and delivery by Avon and (assuming due execution and delivery by Beneficiary) constitutes a legal, valid and binding obligation of Avon enforceable in accordance with its terms.

8. Audits and Maintaining Records.

Beneficiary will keep, for three years after the conclusion of the Programs and Activities, complete and accurate books and records of all contracts, orders, copy, files, records, accounts and other documents and matters in Beneficiary's possession or under its control that pertain to the expenditure of the Avon Gift. Avon and its attorneys or regular certified public accountants will be able at any time during regular business hours upon reasonable notice to audit, examine and make extracts from all such records, including the general ledger, invoices, and any other records which Avon reasonably deems appropriate to verify the accuracy of Beneficiary's use of the Avon Gift. However, Avon will not be permitted to conduct more than two such examinations during any 12-month period.

9. Publicity.

9.1 Availability. Beneficiary's management and staff will be reasonably available for special programs and award presentations arranged by Avon in connection with the Avon gift and Beneficiary's programs and activities, including any Avon fundraising campaigns held in their geographic area, like the Avon Walks for Breast Cancer. Avon agrees to provide reasonable prior notice of the dates of such publicity programs.

9.2 Acknowledgment. Beneficiary agrees to acknowledge the support provided by Avon in executive meetings and briefings and in internal communications.

9.3 Website. Beneficiary agrees to maintain a section on its intranet webpage describing the Avon gift and the program it supports.

9.4 Prior Approval. Beneficiary will not, without Avon's prior written consent in each instance, use in advertising, publicity or otherwise Avon's name or the name of any of Avon's affiliates, or the name of any of its officers or employees, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Avon or its affiliates, nor represent, directly or indirectly, that the Programs and Activities provided by Beneficiary have been approved or endorsed by Avon. Avon will not, without Beneficiary's prior written consent in each instance, use in advertising, publicity or otherwise Beneficiary's name or the name of any of Beneficiary's affiliates or the name of any of its officers or employees, abbreviation, contraction or simulation thereof owned by Avon or its affiliates, nor represent, directly or indirectly, that the programs and activities of Avon have been approved or endorsed by Beneficiary.

10. Responsible Party.

10.1 Programs and Activities: Responsible Party. Beneficiary shall appoint a gift manager who shall oversee the activities and programs being supported by the Avon gift. This individual will be responsible for the submission of annual reports, and will serve as the primary contact for communications with Avon, as needed. Beneficiary will notify Avon in writing of the appointment of this individual within 30 days of execution of this agreement.

10.2 **Change of Responsible Party.** In the event that the principal investigator or Avon gift manager departs from, and is no longer employed by Beneficiary, Beneficiary shall notify Avon immediately and provide the name of the individual who will assume the duties of principal investigator or Avon gift manager for the duration of the term of the gift.

11. General Provisions.

11.1 **Entire Agreement.** This Agreement sets forth the entire agreement between the parties in connection with the Avon gift and it incorporates, replaces and supersedes all prior agreements, promises, proposals, representations, understandings and negotiations, written or not, between the parties in connection therewith. The making, execution and delivery of this Agreement have been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement.

11.2 **Modification.** No modification, amendment, supplement to or waiver of any provision of this Agreement will be binding upon the parties hereto unless made in writing and duly signed by both parties.

11.3 **Waiver.** A failure of either party to exercise any right provided for in this Agreement will not be deemed to be a waiver of such right for the future.

11.4 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited or invalid, such provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11.5 **Headings.** The headings in this Agreement are for reference only.

11.6 **Negotiated Agreement.** Beneficiary and Avon acknowledge that this Agreement is the product of negotiation between the parties and/or their respective legal counsel. Beneficiary and Avon each agree that this Agreement will not be construed against the other party on the basis that the Agreement was drafted by one of the parties.

AVON FOUNDATION, INC.

Name: Carol Kurzig

Signature: _____

Title: Executive Director

Date: _____

BENEFICIARY

Name: _____

Signature: _____

Title: _____

Date: _____

ATTACHMENT A

AMOUNT AND SCHEDULE

Avon will provide an Amount of \$ 499,202 payable as follows:

\$249,601 within 30 days of execution of this Agreement, and \$249,601 on April 30, 2006, with a report by Beneficiary to be submitted on or before March 31, 2006 and a final report by Beneficiary to be submitted on or before June 30, 2007 or within 30 days after the Award funds are expended (whichever occurs first).

ATTACHMENT B

PROGRAMS AND ACTIVITIES

Award funds will be used to staff a new Avon Foundation Women's Breast Health Program at LAC+USC, which will coordinate breast health services from prevention to treatment.

Personnel supported:

- One Nursing Care Specialist
- Four Community Workers

All will serve as patient navigators, 100% of their time dedicated to breast cancer patients.

Patient navigators will be responsible for the input of comprehensive patient data and outcomes into the hospital's current database system.

The main goal of this program is to improve the infrastructure of the program and improve the coordination of care for women already being served so that they do not fall out of the healthcare system. This will increase the number of women being diagnosed and treated early and improving their overall care.

ATTACHMENT C

BUDGET

LAC+USC WOMEN'S BREAST HEALTH PROGRAM - BUDGET

AVON AWARD:

	Fiscal Year 2004-05	Fiscal Year 2005-06	Fiscal Year 2006-07	TOTAL BUDGET
Personnel: Salaries and Fringe Benefits				
Four Community Workers				
4.0 FTE's @ \$2,913/mo	\$ 23,304	\$ 139,824	\$ 111,886	\$ 275,014
Fringe @ 23%	\$ 5,360	\$ 32,160	\$ 25,733	\$ 63,253
One Nursing Care Specialist I				
1.0 FTE @ 5,268/mo	\$ 10,536	\$ 63,216	\$ 50,585	\$ 124,337
Fringe @ 23%	\$ 2,423	\$ 14,540	\$ 11,635	\$ 28,598
Other Costs:				
Computer Software, hardware, internet service (e.g., laptop)	\$ 8,000			\$ 8,000
TOTAL	\$ 49,623	\$ 249,740	\$ 199,839	\$ 499,202

RF:board letter avon grant award agreement lac usc 04.05.05